

1100-853

ANY PORTION OR PART OR ANY MATERIAL CONTAINED THEREIN OR USED IN THE CONSTRUCTION THEREOF, except for the warranty of title set forth herein; and provided further that the Buyer agrees to and does hereby accept the house in its "AS IS" condition.

3. Buyer acknowledges and agrees that it is buying only the house and foundation described above and that it has nor shall it have any right, title or claim in and to the title to the land of the Seller on which the house is located, no such right, title or estate being covered by this Agreement.

4. Buyer agrees that it will remove the house (including the foundation) from the property of the Seller in a good and workmanlike manner and upon completion of such removal will leave the property in a level and clean condition. Without in any way limiting the generality of the foregoing Buyer further agrees that it will terminate all utilities presently serving the house or connected to the house including, without limitation, water lines which are to be properly capped and turned off at the street terminal box, sewer lines or septic tank lines which are to be properly capped, and electrical lines which must be terminated in a manner satisfactory to Duke Power Company.

5. Buyer agrees that it will obtain at its own expense all necessary permits or licenses as may be required by governmental authorities in connection with the removal of the house and that it will comply with all city, county, state and federal laws, rules and regulations as may be applicable to the removal of the house. Buyer agrees that it will hold Seller harmless from and against any and all claims, costs, actions or causes of action (including attorney's fees) arising out of or in any way related to the removal of the house covered by this Agreement.

6. Buyer agrees that it will commence to remove the house in the manner called for herein on or before sixty days from the date of this Agreement and that it will continue the work involved in the removal of the house and the cleaning up and leveling of the Seller's property and will complete all such work called for hereunder not later than 60 days after commencing to remove the house. In the event Buyer should fail to commence work on the removal of the house or to complete the work within the period of time